

REQUEST FOR BIDS**BID NO.R101803**

CITY OF MOUNTAIN VIEW
Purchasing Division
500 Castro St/PO Box 7540
Mountain View CA 94039-7540
Ph 650-903-6324 Fax 650-968-5472

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Bid Due Date: 6/22/2010
Bid Due Time: 2:00 PM

Vendor Name _____
Vendor Address _____

Item	Qty	Unit	Description	Amount
0001	1	JOB	Tree Trimming and debris removing services, as per attached specifications.	\$ _____

Required Site Review is scheduled for 10:00 AM,
Tuesday, June 15, 2010 beginning at the entrance to
Moffett Gateway site, 750 Moffett Blvd., Mountain View,
CA 94043.

Payment Terms: Net 30 or better _____
Guaranteed Delivery of ____ business days ARO
GRAND TOTAL \$ _____

Signature of Company Officer

Printed Name of Company Officer

E-mail address _____
Phone Number _____
FAX Number _____

CITY OF MOUNTAIN VIEW
REQUEST FOR BIDS NO. R101803
INSTRUCTIONS FOR SUBMITTING BIDS

1. **Type of Reply Requested:**

- ☐ Request for Bid, Informal (fax bids are acceptable)
☒ Request for Bid, Formal, Public Opening (no faxes)

2. **Bids Due:** 2:00 PM, Tuesday, June 22, 2010

3. **Reply To:**

City of Mountain View
Attention: Chris Hartje, Supervising Buyer
500 Castro Street
Mountain View, CA 94041

or

P.O. Box 7540
Mountain View, CA 94039-7540

Phone: (650) 903-6324 Fax: (650) 968-5472

Questions: Call the person named above for questions regarding this bidding process.

4. **Reply Format:** The entire bid form, including all attachments, must be returned by the bid due date to the above address. The envelope returning the bid shall have the bid number and the due date. By signing our bid form, you are agreeing to the City's Terms and Conditions. **(Please note insurance requirements on Pages 5 and 6.)** Once notified of bid award, the Vendor has five days to send the correct certificate of insurance. Lack of a timely response is grounds for rejection of the Vendor's bid.
5. **Prebid Conference:** The prebid conference is mandatory (if required and noted on the bid form) and is for the City's protection, to ensure that vendors know the work required. The Purchasing Agent may waive this requirement if the Vendor is familiar with the work requirements and asks the City for permission to miss the prebid conference.
6. **Deviations from Bid Specifications:** If there are any deviations from the brands and/or specifications, the Vendor MUST note such differences, brand names, model numbers and attach brochures and a complete description of the goods or services bid. The burden of showing the equivalency is on the Vendor.
7. **Bid Award:** The City reserves the right to reject any and all bids, or to waive any errors, discrepancies or irregularities. The bid will be awarded at the discretion of the City Manager (formal bids) or Purchasing Agent (all other bids) on an item-by-item basis, or in any fashion that best meets the needs of the City. All blanks for unit prices must be completed.

TERMS AND CONDITIONS

1. **Payment Terms:** The City's payment terms are, at a minimum, net thirty (30) days after acceptance of service or delivery of goods. The Vendor's invoice must easily match the unit prices listed in this bid and must include the Vendor's Social Security number or Federal Tax I.D. number. Vendors may offer discounted payment terms and those should be listed on the Vendor's response.
2. **Time of Delivery/Completion:** Time is of the essence on this purchase order. The Vendor shall deliver all of the goods or complete all of the services called for under this proposal within the number of working/calendar days or by the date specified for completion in this proposal, unless the delays are caused by the City or by acts of God. Failure to deliver on time shall be grounds for termination of this Agreement or invoke "Liquidated Damages" if required below.
3. **Freight Charges:** All prices bid shall include all freight costs and ownership transfers to the City at the City's location and are F.O.B. destination to the designated locations. Freight, if quoted separately, shall be prepaid and added to the invoice with ownership transferring to the City when delivery is completed to the City's location.
4. **Liquidated Damages:**

☐ Required ☒ Not Required

If required, it is agreed by the Vendor that if the goods or services are not delivered complete, as called for in this proposal, damages will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that the Vendor will pay to the City the sum of Three Hundred Fifty Dollars (\$350) per day for each and every calendar day's delay in finishing the work in excess of the number of working or calendar days prescribed or in excess of the date specified for completion or delivery of the goods or services, whichever is applicable in this Proposal; and the Vendor agrees to pay said liquidated damages as herein provided; and in case the same are not paid, agrees that the City may deduct the amount thereof from any moneys due or that may become due the Vendor under this proposal.

Partial payments paid to the Vendor after the scheduled completion dates shall not be constituted as a waiver of the City's right to assess liquidated damages.

5. **Firm Prices:** All quotes will be held firm for a minimum of thirty (30) days after the bid due date listed above to allow adequate time for the City to consider each bid and make an award. All blanks for unit price and total price shall be completed. Any discrepancy between the unit price and the extended or total price shall be determined by taking the lower price. Upon receipt of this bid by the City, the Vendor shall be presumed to be thoroughly familiar with all the aspects of this proposal, including installation sites and all specifications and requirements of this proposal. The failure or omission to examine any location, equipment, form, instrument or document shall in no way relieve Vendor from any obligation in respect to this bid.

6. **Warranty:** The delivered or installed goods, equipment or services shall be warranted to be free from defects in material and workmanship. The warranty period shall begin upon acceptance by the City. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. Any defective goods, equipment or services shall be replaced or repaired quickly at the City's location during the warranty period at no expense to the City. If repairs cannot be made at the City's location, the Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed and the equipment returned to the City within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide an equal "loaner" piece of equipment until the City's equipment is returned in operating condition.

7. **Prevailing Wages:**

☐ Required ☒ Not Required

If required, notice is hereby given that the latest general prevailing rate of per diem wages, as determined by the Director or the Department of Industrial Relations, State of California, is to be paid to the various craftsmen and laborers employed in the construction of this project and is made a part of the specifications and contract for this project.

Reference is hereby made to copies of the general rate of per diem wages as determined by the Director of the Department of Industrial Relations on file in the Department of Public Works, City of Mountain View, which are available to any interested party.

For failure to pay the prevailing wages, the contractor shall forfeit, as a penalty, to the City, Fifty Dollars (\$50) for each workman for each calendar day or portion thereof who is paid less than the stipulated prevailing wage for work done under this contract, in violation of the provisions of the Labor Code, Sections 1770 to 1780, inclusive. In addition to said penalty, the contractor, or subcontractor, shall pay to each worker the difference between the prevailing wage and the amount paid to said worker for each calendar day for which said worker was paid less than the prevailing wage.

8. **MSDS:** General Industrial Safety Order 5195 requires Material Safety Data Sheets (MSDS) be supplied, for all applicable items, with the initial delivery.

9. **Licensed Contractor:** All contractors bidding on work requiring a State of California Contractor's License must state under penalty of perjury that they are a licensed contractor by listing their license number, date of expiration, type of license and description of that type of license. At a minimum, a Type C-27 Landscaping Contractors License is required.

Contractor's License No.: _____
Date of Expiration: _____
Type of License: _____
Description of License: _____

10. **Ownership and Collusion—Financial Interest by City Employees:** The Vendor certifies, by signing this bid, that he/she has not, directly or indirectly, been collusive with any other vendor or anyone else interested in this bid. Additionally, the Vendor stipulates that no City officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which the City is a party, and the Vendor stipulates that no City officer or employee has greater than five percent (5%) ownership in this company, as per Section 706 of the City of Mountain View Charter.
11. **Assignment:** This Agreement, nor any part of this Agreement, may be assigned without the written consent of the other party.
12. **Termination:** Any purchase order issued as a result of this bid may be terminated by the City at any time with ten (10) days' written notice. The City will only pay for any goods or services ordered and accepted by the City. Any payments made in advance will be returned to the City on a prorated basis with the City only paying for those goods or services actually provided.
13. **Funding Out Clause:** Any purchase order issued as a result of this bid may be terminated every June 30 based upon the City Council not funding the purchase of goods or services to be provided in this bid after each July 1.
14. **Nondiscrimination:** The Vendor shall afford equal employment opportunities for all persons without discrimination because of race, color, religion, sex, sexual orientation, political affiliation, national origin, ancestry, age, marital status or physical or mental disability.
15. **Applicable Laws and Attorneys' Fees:** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.
16. **Subcontractors:** The City prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. The Vendor is the prime contractor and is solely responsible for all of the Vendor's subcontractors.
17. **Insurance:**
 - a. **Commercial General Liability/Automobile Liability Insurance:** The Vendor shall obtain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. The Vendor's insurance coverage shall be written on an occurrence basis.

b. Professional Liability Insurance:

☐ Required ☒ Not Required

If required, the Vendor shall obtain Professional Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. Professional Liability insurance must be maintained and evidence of insurance shall be provided to the City for at least three (3) years after completion of work.

c. Workers' Compensation Insurance: The Vendor shall obtain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

d. Acceptability of Insurers: Insurance is to be placed with insurers with a current *Best Rating* of A:VII unless otherwise acceptable to the City.

e. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to the City's approval. Original Certificates of Insurance with endorsements shall be received and approved by the City before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to the City or increase the duration of the project.

f. Other Insurance Provisions:

- (1) The City of Mountain View, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 for Commercial General and Automobile Liability coverage.
- (2) For any claims related to this project, the Vendor's insurance coverage shall be primary and any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall not contribute to it.
- (3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to the City in the event of cancellation or modification to the stipulated insurance coverage.
- (4) In the event the Vendor employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of the Vendor to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
- (5) Approval of the insurance by City or acceptance of the Certificate of Insurance by City shall not relieve or decrease the extent to which Vendor may be held responsible for payment of damages resulting from Vendor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

- (6) If, for any reason, Vendor fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this contract and obtain damages from Vendor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Vendor, City may deduct from sums due to Vendor any premium costs advanced by City for such insurance.

18. **Hold Harmless:**

- a. If Professional Liability Insurance **IS** required:

Vendor hereby agrees to and shall indemnify, defend and hold City, its officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death and/or property damage, caused by negligent acts, errors or omissions in performance of professional services under this Agreement by Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

- b. If Professional Liability Insurance **IS NOT** required:

Vendor shall defend, indemnify and hold City, its officers, employees and agents harmless from any liability for damage or claims of same, including but not limited to personal injury, property damage and death, which may arise from Vendor or Vendor's contractors, subcontractors, agents or employees' operations under this Agreement. City shall cooperate reasonably in the defense of any action, and Vendor shall employ competent counsel, reasonably acceptable to the City Attorney.

19. **Reliance Upon Professional Skill:** It is mutually agreed by the parties that the City is relying upon the professional skill of the Vendor, and the Vendor represents to the City that its work shall conform to generally recognized professional standards in the industry. Acceptance of the Vendor's work by the City does not operate as a release of the Vendor's said representation.

20. **Extending Contract Pricing:** The successful Vendor will extend bid pricing as quoted herein to other political subdivisions (i.e., cities, counties, school districts, etc.).

☐ Yes ☐ No

If prices bid herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between the political subdivision and the Vendor.

21. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. If the attachments

or exhibits to this Agreement, if any, are inconsistent with this Agreement, this Agreement shall control.

22. **Signatures:** The undersigned understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the bid and any other documents submitted in response to the foregoing, shall form a part of and be construed with the purchase order/contract.

VENDOR:

Company Name

Street Address of Company

Signature of Officer

City, State, Zip

Printed Name of Officer

Telephone No./Fax No.

Title of Officer

Federal I.D. Tax Number

AS-9^ (QS Long)
(Rev. 7/12/05)

Moffett Gateway Property
Site Cleanup and Landscape Clearing Work
Scope of work

1.0 General Description

- 1.1 Trim trees, clear brush, removed chain link fence, and dispose of trash within the 6.7 acre boundaries of the City owned Moffett Gateway site, located at 750 Moffett Blvd., Mountain View, CA.

2.0 Tree Trimming

- 2.1 All trees marked with a white paint dot (approximately 190) must be raised to a height of 10 feet to allow for line-of-site visibility throughout the property.
- 2.2 All pruning cuts shall be done in accordance with 'Standard Practices for Tree, Shrub and Other Woody Plant Maintenance' (ANSI A300). No stub or improper cuts are allowed.
- 2.3 All broken and hanging branches shall be removed from trees for safety.
- 2.4 All material can be chipped and spread out evenly on site. No piles of debris shall remain after completion of work.

3.0 Shrub Clearing

- 3.1 All shrubs, plants, weeds and trees with diameters less than five inches shall be cut to grade, chipped and spread out evenly on site.
- 3.2 All downed branches, downed trees, tree trunks, logs and stumps shall be chipped and spread on site or removed and disposed of off site.
- 3.3 Stumps can be cut to grade, no grinding is necessary. No above grade stumps or logs to remain on site.

4.0 Blackberry brambles

- 4.1 There are approximately .75 acres of Blackberry brambles. Blackberry brambles shall be cut to grade and debris hauled from site.
- 4.2 After removal, all Blackberry bramble areas shall be sprayed with a 5% solution of Round Up Promax to discourage regrowth.
 - 4.1.1 It is only necessary to treat the Blackberry once with the 5% Roundup solution and the City of Mountain View does not hold the contractor to its elimination. (See Attached map with approximate areas of Blackberry brambles.)
 - 4.1.2 Contractor shall follow and obey all laws and regulations for chemical application.

5.0 Chain link Fence Removal

- 5.1 Remove approx 1,450 linear feet of existing perimeter chain link fence.
- 5.2 Cut line posts and end posts from concrete footings at grade level. Leave abandoned footings in place.
- 5.3 Off-haul and dispose of chain link fencing materials and posts in a legal fashion. Recycle materials as applicable.

6.0 Weeds, Trash and Debris

- 6.1 All trash, litter and abandoned homeless encampment trash shall be hauled off site and properly disposed of. This includes shopping carts, bottles, tarps, trash and any other debris onsite.
- 6.2 All weeds and grasses across the site will be mowed by whatever means to a height of no more than 4" tall.
- 6.3 All pine needles along the eastern perimeter fence and under the grove of Canary Island Pines by the entry gate shall be removed from site.

7.0 Tree Removal

- 7.1 Removal of one Heritage size Pine tree at North West section of parcel next to the PG&E access road. Tree shall be cut down, removed to grade, chipped and or hauled as needed.
- 7.2 Stump shall be cut to grade, no grinding is necessary. No above grade stumps or logs to remain on site.

8.0 Responsibility of Contractor

- 8.1 Prior to submitting a bid, the contractors shall examine all documents relating to this project and visit the job site to ascertain the nature of the work and the character of the job site. The contractors shall become familiar with the contractual requirements, project limitations, various aspects of the work, physical conditions and surroundings of the job site.
- 8.2 The contractors shall include in their bids a sum sufficient to cover the costs of doing the work under the existing site conditions and project requirements. By submitting a bid for the project, the contractor declares that he or she has thoroughly investigated the job site, examined all related project documents and is familiar and satisfied with the nature, character and condition of the project site, contractual requirements, project limitations and the various aspects of this project. The City will not consider any claims for compensation whatsoever on account of the contractor's failure to fully investigate and examine the project requirements and job site conditions as required above.

- 8.3 Contractor shall assign a Supervisor or Project Manager to the City's account in order to establish and maintain a consistent working knowledge of key issues and City personnel. This person shall be the main contact for all scheduled and non-scheduled services.
- 8.4 Contractor must attend pre-construction meetings as specified by the City to ensure the scope of work is understood, and to resolve any questions regarding scheduling, specifications, materials, construction, workmanship, inspection and acceptance, responsibility of the contractor and responsibility of the City.
- 8.5 The Contractor shall provide all materials, tools, equipment, and labor to complete each job in a safe and timely manner. Contractor shall provide an adequate number of skilled workmen who are thoroughly trained and experienced in the necessary crafts for the proper performance of the work.
- 8.6 No subcontractors will be recognized as such, and all persons engaged in the work of construction shall be considered as Contractor's employees. Contractor will be held responsible for subcontractor's work, which will be subject to the provisions of the contract. Before any work is started, Contractor shall provide a written statement giving the names of all subcontractors and description of work to be subcontracted.
- 8.7 All contractor's employees assigned to City must demonstrate they are United States citizens or have a legal right to work in the United States.
- 8.8 Contractor shall procure all permits and licenses and other authorizations from all applicable agencies, pay all charges and fees, and give all notices necessary to the due and lawful prosecution of work.
- 8.9 Contractor shall provide informational warning signs at the entrance to each area to adequately advise the public of the work being done. If necessary, the Contractor shall provide for all traffic control personnel and equipment.
- 8.10 Contractor shall maintain sufficient safeguards against the occurrence of accidents, injuries or damage to any person or property. Barricades shall be placed around all work area.
- 8.11 Contractor shall maintain at the construction site adequate warning and construction signs for the safety of the public to conform to Section 4 04 of the Standard Provisions and Section 12, in its entirety, of the Standard Specifications.
- 8.12 Any lane closures performed by the Contractor for this project must comply with the guidelines in the "Work Area Traffic Control Handbook" (WATCH) published by the American Public Works Association. All contractor's employees must wear an lime green safety vest while working in traffic right-of-way areas.
- 8.13 The Contractor shall contact Underground Service Alert (U.S.A.) at (800) 642 2444 at least forty-eight (48) hours prior to excavation to allow for adequate time to mark utilities. The Contractor shall exercise extreme caution during the construction to

- avoid damaging or breaking any existing utility lines, conduit boxes, water service, sewer service, gas service, irrigation service and landscaping. The cost of repair or replacement of any utility line, conduit boxes, water service and boxes, sewer service and cleanout boxes, gas service, electrical service, cable television, irrigation service or any landscaping, including private irrigation systems, damaged or broken by the operations of the Contractor shall be borne by the Contractor. It shall be the sole responsibility of the Contractor to determine the exact location and depth of all existing utilities. If immediate repair cannot be made on sewer or water service, a City emergency crew will perform the repair and the cost of the repair will be borne by the Contractor. Any irrigation service or landscaping damaged or broken by the operations of the Contractor shall be repaired by a licensed irrigation/landscaping subcontractor at the Contractor's cost to the satisfaction of the Engineer within five (5) working days of notification by the City.
- 8.14 The City assumes no responsibility for loss of or damage to materials or equipment owned or operated by the contractor, his agents or employees. All work damaged due to vandalism or any other cause prior to acceptance of the work by the City shall be repaired or replaced by the contractor at the contractor's own expense.
- 8.15 Contractor shall comply with all applicable State and local laws, ordinances, codes and regulations. All safety orders, rules and recommendations of the Division of Industrial Relations of the State of California, applicable to all the work performed under this contract, shall be obeyed and enforced by the contractor.
- 8.16 Contractor shall be solely responsible for any and all injuries to individuals or properties resulting directly or indirectly from the contractor's performance of the work, and the contractor agrees to indemnify and hold the City free and harmless from and against any and all liabilities, expenses, claims, costs, suits and damages arising out of the negligence or on the part of the contractor.
- 8.17 Contractor shall be responsible for any liability or claims arising from negligence of his/her employees, agents or subcontractors and must meet City's Comprehensive General Liability and Workers Compensation Insurance requirements.
- 8.18 Contractor shall possess and maintain a current General Contractors and/or Trade License issued by the State of California, as well as a City of Mountain View Business License at all times during the term of this agreement.
- 8.19 Contractor's employees' shall wear a company uniform clearly identifying the company and shall present a neat and clean appearance at all times. All vehicles shall be clearly identified with either an equipment number or company logo.
- 8.20 Contractor shall give the City three (3) working days notice prior to commencement of any work.
- 8.21 Contractor shall post "Temporary No Parking" signs indicating the date and time that no parking will be in effect at least twenty-four (24) hours, and no more than forty-eight (48) hours, in advance of work.

- 8.22 Unless otherwise specified, Contractor shall perform work between the hours of 7:00 AM to 3:30 PM. Monday through Friday, excluding City holidays. Times shall be discussed at the pre-construction meeting and shall become part of the scope of work thereafter.
- 8.23 Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without a muffler.
- 8.24 Any equipment used on the project shall not produce a sound level exceeding 55 dB(A) when measured by a sound level meter equal to or better than an ANSI Standard S 1.4 1971 Type 2 noise level meter at any location on any residentially used property. At night, between 10:00 p.m. and 7:00 a.m., this sound level shall not exceed 50 dB(A).
- 8.25 Dust control shall be performed in accordance with Section 5 10, "Dust Control," of the City Standard Provisions and Section 10, "Dust Control," of the State Standard Specifications and the following requirements. The Contractor shall keep the work area sufficiently watered to keep dust to a minimum at all times during construction. Provide special return air filter at return air intake if necessary. Contact Quality Air Services at (650) 802 0910 for special return air filter to prevent dust and the vapor of the waterproofing primer suck-back into the building HVAC system.
- 8.26 If Contractor fails to perform the final cleanup work to the satisfaction of the Facilities Project Manager, the City will withhold the final payment until the contractor complies with the requirements. If the final cleanup is deemed unsatisfactory, the contractor shall remedy the work within two (2) working days after receipt of rejection notice from the City. If the contractor fails to remedy the work as directed, the City may, at its own option, hire a third party to perform the work and deduct the cost of the clean up work from the final payment due the contractor.
- 8.27 In compliance with the State and Federal regulations on construction storm water management and nonpoint source pollution control, no pollutants will be allowed to enter the storm drainage system. The Contractor shall be responsible for containing and removing any wastes from the Contractor's construction operation using the appropriate Best Management Practices (BMP) and shall properly dispose of the waste from the site. The Contractor shall be responsible for cleaning catch basins as solid and liquid waste materials originating from the Contractor's operation enter the storm drain. Violation of this provision shall cause the City to issue a stop-work notice and take necessary actions to require the Contractor to correct and comply with the regulations. All costs related to the stop-work action and corrective work to come into compliance shall be fully borne by the Contractor. The cost of preventative actions required of the Contractor should be included in other items, and no additional compensation will be allowed.
- 8.28 All work shall be performed in a safe, workmanlike manner. Work performed and methods and equipment used shall be in accordance with the prevailing State and Federal Occupational Safety and Health Act (OSHA) and applicable portions of

Section 7 of the Standard Specifications. Costs from delays and losses due to operations not in conformance with these Acts, Specifications or stoppages by OSHA Inspectors or the Engineer as a result of such nonconformance shall be solely borne by the Contractor. The Contractor's attention is directed to Section 7 1.09 of the Standard Specifications.

8.29 Contractor shall bill the City upon completion of work. All invoices shall provide detailed line item descriptions, quantities, and unit prices for all parts, materials, special equipment/rigging, and all labor.

8.30 Unless otherwise stated and approved, all labor rates quoted shall be full compensation for all services performed under this agreement. No addition compensation will be made for mileage, travel time, field drawings, estimates, billing, follow up warranty inspections and repairs, or customer services.

9.0 Responsibility of City

9.1 The City shall manage this project, visit the site, observe progress of work, and report on Contractor's performance and adherence to the specified requirements.

9.2 The City shall be responsible for removal of any City equipment obstructing the work area unless specifically discussed at the pre-construction meeting. Should any equipment remain in the work area, contractor shall use extreme caution to avoid causing any damage to equipment while working around such equipment.